

ENGINEERING SERVICES CONTRACT

STATE OF TEXAS

COUNTY OF NUECES

THIS CONTRACT FOR ENGINEERING SERVICES is made by and between the County of Nueces, hereinafter called "County" and Wiss, Janney, Elstner Associates, Inc., hereinafter called "Engineer" for the purpose of contracting for engineering services.

WITNESSETH

WHEREAS, Government Code, Chapter 2254, Subchapter A, "Professional Services Procurement Act" provides for the procurement of professional services of engineers; and

WHEREAS, the County desires to contract for engineering services described as follows:

a preliminary assessment of the 1914 Nueces County Courthouse, including an investigation of the presence and significance of structural and exterior facade distress and the extent of facade and structural repairs required to stabilize the courthouse.

NOW, THEREFORE, the County and the Engineer, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows:

AGREEMENT

ARTICLE 1

SCOPE OF SERVICES TO BE PROVIDED BY COUNTY

The County will furnish items and perform those services for fulfillment of the contract as identified in Attachment A – Services to Be Provided by the County, attached hereto and made a part thereof this contract.

ARTICLE 2

SCOPE OF SERVICES TO BE PROVIDED BY ENGINEER

The Engineer shall perform those engineering services for the fulfillment of the contract as identified in Attachment B – Services to Be Provided by the Engineer, attached hereto and made a part thereof this contract.

The Engineer shall prepare a schedule of work, identified as Attachment C – Work Schedule, attached hereto and made a part thereof this contract. The work schedule shall contain a complete schedule by task such that the Engineer’s Scope of Services under this contract can be accomplished within the specified time and contract cost. Attachment C – Work Schedule shall identify the task, the total maximum dollar amount payable for each task, and time allotted to complete the job by date or working days. Attachment D – Fee Schedule shall identify the hourly rates for each job title, total number of hours for each job title, and the maximum dollar amount payable for each job title.

Unless specifically excluded in Attachment B – Services to Be Provided by the Engineer, it shall be the Engineer’s responsibility to prepare, submit, or arrange for any and all permits, approvals, or inspections required for the work. The permits, approvals or inspections shall include, but not be limited to, the following:

1. Building permits
2. Floodplain development permits
3. Dune protection permits
4. Access driveway permits
5. Utility permits
6. Americans with disabilities submissions and approvals
7. Asbestos inspections

ARTICLE 3 STANDARD OF CARE

The Engineer shall perform the services contemplated hereunder:

1. With the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and
2. As expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

ARTICLE 4 CONTRACT PERIOD

After execution of this contract, the Engineer shall not proceed with the work until authorized in writing by the County to proceed, as provided in Article 6 – Work Authorizations. This contract shall terminate at the close of business on **April 1, 2021**, unless extended by supplement agreement duly executed by the Engineer and the County prior to the date of termination, as provided in Article 11 – Supplemental Agreements, or otherwise terminated, as provided in Article 20 – Termination. Any work performed or cost incurred after the date of termination shall be ineligible for reimbursement.

**ARTICLE 5
COMPENSATION AND METHOD OF PAYMENT**

The maximum amount payable under this contract is \$ 145,030, unless modified as provided in Article 11 – Supplemental Agreements.

All payments will be made in accordance with the hourly rates for each job title established in Attachment D – Fee Schedule.

The Engineer shall prepare and submit to the County, no more frequently than once per month, an invoice and a progress report stating the percent completion of the work accomplished during the billing period. The invoice and progress report shall contain sufficient detail such that the billing can be reviewed for compliance with both the work schedule and fee schedule.

The County reserves the right to withhold payment pending verification of satisfactory work.

The County assumes no liability for work performed or costs incurred prior to the date authorized by the County to begin work, during periods when work is suspended, or subsequent to the contract completion date.

**ARTICLE 6
WORK AUTHORIZATIONS**

The County will issue work authorizations, in the form identified and attached hereto as Attachment E – Work Authorization, to authorize the Engineer to perform one or more tasks. The amount payable for a work authorization shall be supported by the estimated cost of each work task as described in the work authorization. The work authorization will not waive the County's or Engineer's responsibilities and obligations established in this contract. The work authorization will be issued by the Nueces County Director of Public Works. The executed work authorization(s) shall become a part of this contract.

Upon satisfactory completion of the work authorization, the Engineer shall submit to the County for review and acceptance the deliverables as specified in the executed work authorization.

Work included in a work authorization shall not begin until the County and the Engineer have signed the work authorization. All work must be completed on or before the completion date specified in the work authorization. The Engineer shall promptly notify the County of any event which will affect completion of the work authorization.

ARTICLE 7 PROGRESS

The Engineer shall, from time to time during the progress of the work, confer with the County. The Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the work. Upon request by the County, the Engineer shall make presentations to the Commissioners Court.

At the request of the County or the Engineer, conferences shall be held at the Engineer's office, the County's office, or at other locations designated by the County. These conferences shall also include an evaluation of the Engineer's services and work when requested by the County.

Should the County determine that the progress in production of the work does not satisfy the work schedule, the County will review the work schedule with the Engineer to determine corrective action needed.

The Engineer shall promptly advise the County in writing of events which have a significant impact upon the progress of work, including:

- (1) problems, delays, or adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by a statement of the action taken, or contemplated, and any County assistance needed to resolve the situation; and
- (2) favorable developments or events which would enable meeting the work schedule goals sooner than anticipated.

ARTICLE 8 SUSPENSION

The County may suspend the work, but not terminate the contract, by giving written notice a minimum of thirty (30) calendar days prior to the date of suspension. The thirty (30) day notice may be waived if approved in writing by both parties. The work will be reinstated and resumed in full force and effect within sixty (60) calendar days of receipt of written notice from the County to resume the work. The sixty (60) day notice may be waived if approved in writing by both parties.

If the County suspends the work, the contract period, as determined in Article 4 – Contract Period, is not affected and the contract will terminate on the date specified unless the contract is amended as provided in Article 11 – Supplemental Agreements.

**ARTICLE 9
ADDITIONAL WORK**

If the Engineer determines that any work it has been directed to perform is beyond the scope of this agreement and constitutes extra work, it shall promptly notify the County in writing. In the event the County determines that such work constitutes extra work and exceeds the maximum amount payable, the County shall so advise the Engineer and a supplemental agreement may be executed, as provided in Article 11 – Supplemental Agreements.

The Engineer shall not perform any additional work or incur any additional costs prior to the execution, by both parties, of a supplemental agreement. The County shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with the performance of the work authorized in this contract or as amended.

**ARTICLE 10
CHANGES IN WORK**

If the County finds it necessary to request changes to previously satisfactorily completed work or parts thereof which involve changes to the original scope of services or character of work under the contract, the Engineer shall make such revisions if requested and as directed by the County. This will be considered additional work and paid for as specified under Article 9 – Additional Work.

The Engineer shall make such revisions to the work to correct errors appearing therein, when required to do so by the County. No additional compensation will be paid for the correction of errors.

**ARTICLE 11
SUPPLEMENTAL AGREEMENTS**

The terms of this contract may be modified by supplemental agreement if the County determines that there has been a significant change in the scope, complexity, or character of the service to be performed, or the duration of the work. Additional compensation, if appropriate, shall be identified as provided in Article 5 – Compensation and Method of Payment.

Any supplement agreement must be executed by both parties within the contract period specified in Article 4 – Contract Period.

No claim for extra work done or materials furnished shall be made by the Engineer until full execution of the supplemental agreement and authorization to proceed is issued by the County. The County reserves the right to withhold payment pending verification of satisfactory work performed.

**ARTICLE 12
PUBLIC INFORMATION ACT**

All data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this contract are the exclusive property of the County and shall be furnished to the County upon request. All documents prepared by the Engineer and all documents furnished to the Engineer by the County shall be delivered to the County upon completion or termination of this contract. The Engineer, at its own expense, may retain copies of such documents or any other data which it has furnished the County under this contract. Release of information will be in accordance with the Texas Public Information Act.

**ARTICLE 13
PERSONNEL, EQUIPMENT AND MATERIAL**

The Engineer shall furnish and maintain, at its own expense, office space for the performance of all services, and adequate and sufficient personnel and equipment to perform the services as required. All employees of the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them.

The County may instruct the Engineer to remove any employee from association with the work authorized in this contract if, in the sole opinion of the County, the work of the employee does not comply with the terms of this contract or if the conduct of the employee is detrimental to the work.

The Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the services required under this contract. The Engineer may not change the project manager without prior consent of the County.

**ARTICLE 14
SUBCONTRACTING**

The Engineer shall not assign, subcontract or transfer any portion of the work under this contract without prior written approval of the County. All subcontracts shall include the provisions required in this contract and shall be approved as to form, in writing, by the County prior to work being performed under the subcontract.

**ARTICLE 15
EVALUATION OF WORK**

The County and its authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If a review or evaluation is being made on the premises of the Engineer or a subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the County representatives in the performance of their duties. If funds by other agencies or entities are to be used for payment of the services under this contract or for any construction project as a consequence of this contract, the Engineer's services and work may be subject to periodic review and approval by other agencies or entities, including city, county, state, and/or federal agencies.

**ARTICLE 16
SUBMISSION OF REPORTS**

All applicable study reports shall be submitted in preliminary form for review by the County before a final report is issued. The County's comments on the Engineer's preliminary report shall be addressed in the final report.

**ARTICLE 17
SUBMISSION OF PLANS AND SPECIFICATIONS**

Unless otherwise directed, preliminary plans and any supporting documentation submitted for review shall be in triplicate.

The submission of plans and specifications for letting shall consist of two, original paper copies of all documents, along with a compact disc (CD).

Plan Sheet size shall be 24" X 36", unless otherwise directed.

**ARTICLE 18
COMPUTER DOCUMENTS AND INFORMATION EXCHANGE**

All computer files must be compatible with the County's computer systems without conversion or modifications and must plot consistent with any reproducible plots submitted.

All plots and graphics media provided by the Engineer shall be delivered to the County. Final payment for the work associated with this contract will not be made until the files furnished by the Engineer have been demonstrated to be usable in the required formats.

ARTICLE 19
VIOLATION OF CONTRACT TERMS / BREACH OF CONTRACT

Violation of the contract terms or breach of contract by the Engineer shall be grounds for termination of the contract and any increased cost arising from the Engineer's default, breach of contract, or violation of contract terms shall be paid by the Engineer. This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

ARTICLE 20
TERMINATION

This contract shall terminate at the close of business on April 1, 2021 unless extended as provided in Article 11 – Supplemental Agreements.

This contract may be terminated before the stated termination date by any of the following conditions:

1. By mutual agreement and consent, in writing, of both parties;
2. By the County, by notice in writing to the Engineer as a consequence of failure by the Engineer to perform the services set forth herein in a satisfactory manner;

3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein;
4. By the County, for reasons of its own and not subject to the mutual consent of the Engineer upon not less than thirty (30) calendar days written notice to the Engineer; and
5. By written notice from the County upon satisfactory completion of all services and obligations described herein.

Should the County terminate this contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Engineer. In determining the value of the work performed by the Engineer prior to termination the County shall be the sole judge. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the County terminate this contract under Item 4 of the above paragraph, the amount charged during the thirty (30) calendar day notice period shall not exceed the amount charged during the preceding thirty (30) calendar days.

If the Engineer defaults in the performance of this contract or if the County terminates this contract for fault on the part of the Engineer, the County will give consideration to the actual costs incurred by the Engineer in performing the work to the date of default,

the amount of work which was satisfactorily completed to the date of default, the value of the work which is usable to the County, the cost to the County of employing another firm to complete the work required and the time required to do so, and other factors which affect the value to the County of the work performed at the time of default.

The termination of this contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the County and the Engineer under this contract except the obligations set forth in Articles 12, 15, 20, 21, 22, 23, 24 and 26 of this contract. If the termination of this contract is due to the failure of the Engineer to fulfill its contract obligations, the County may take over the project and prosecute the work to completion. In such case, the Engineer shall be liable to the County for any additional cost occasioned to the County.

ARTICLE 21 COMPLIANCE WITH LAWS

The Engineer shall comply with all applicable Federal, State, and local laws, statutes codes, ordinances, rules, and regulations, and the orders and decrees of any court, or administrative bodies or tribunals, in any manner affecting the performance of this contract, including, without limitation, worker's compensation laws, minimum salary and wage statues and regulations, and licensing laws and regulations. When required, the Engineer shall furnish the County with satisfactory proof of its compliance.

ARTICLE 22 INDEMNIFICATION, HOLD HARMLESS, AND DEFEND

THE ENGINEER SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND, EXCEPT FOR PROFESSIONAL LIABILITY CLAIMS, THE COUNTY, ITS OFFICERS, AND EMPLOYEES AGAINST CLAIMS AND LIABILITY FOR DAMAGES TO THE EXTENT THAT THE CLAIM OR LIABILITY FOR DAMAGES IS BASED WHOLLY ON THE NEGLIGENCE OF ENGINEER, THE ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

THE ENGINEER SHALL INDEMNIFY, AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, AND EMPLOYEES, AGAINST CLAIMS AND LIABILITY FOR DAMAGES TO THE EXTENT THAT THE CLAIM OR LIABILITY FOR DAMAGES IS BASED ON THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ENGINEER OR THE ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL.

**ARTICLE 23
REIMBURSEMENT**

THE ENGINEER SHALL REIMBURSE THE COUNTY, IN PROPORTION TO THE ENGINEER'S LIABILITY, FOR ANY SETTLEMENTS OR ATTORNEY'S FEES PAID BY THE COUNTY IN CONNECTION TO ANY CLAIM BASED IN PART ON THE NEGLIGENCE OF THE ENGINEER.

**ARTICLE 24
ENGINEER'S RESPONSIBILITY**

The Engineer shall be responsible for the accuracy of its work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation. The Engineer will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the project has been completed.

**ARTICLE 25
ENGINEER'S SEAL**

The responsible Engineer shall sign, seal, and date all appropriate engineering submissions to the County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

**ARTICLE 26
RETENTION, AVAILABILITY OF RECORDS AND AUDIT REQUIREMENTS**

The Engineer shall maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred and shall make such materials available at its office during the contract period and for three (3) years from the date of final payment under this contract or until pending litigation has been completely and fully resolved, whichever occurs last. The County, the Department of the Interior, the Comptroller General of the United States, or any of its duly authorized representatives shall have access during normal business hours to any and all books, documents, papers, and records of the Engineer which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, transcriptions, and for checking the amount of work performed by the Engineer.

**ARTICLE 27
INSURANCE**

The Engineer shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows:

1. Workers' Compensation endorsed with a waiver of subrogation in favor of Nueces County in the amount of the statutory obligations imposed under the Texas Workers' Compensation Law ("Statutory Texas").
2. Commercial General Liability, endorsed with the County as an additional insured and endorsed with a waiver of subrogation in favor of Nueces County, in limits of liability not less than one million dollars (\$1,000,000) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
3. Texas Business Automobile Policy, endorsed with the County as an additional insured and endorsed with a waiver of subrogation in favor of Nueces County, in limits of liability not less than two hundred fifty thousand dollars (\$250,000) each person for bodily injury, five hundred thousand dollars (\$500,000) each occurrence for bodily injury, and one hundred thousand dollars (\$100,000) each occurrence for property damage.
4. Professional Liability in limits of one million dollars (\$1,000,000) each claim and in the aggregate.

The work shall not be commenced by Engineer until after policy, or policies evidencing the insurance coverage herein required, or certificates of such insurance, providing that the insurer shall give County thirty (30) days written notice prior to cancellation, material revision or intention not to renew, have been submitted to the County. In the event the Insurer refuses to provide the County with notice as detailed, the Engineer agrees to provide notice in writing immediately, and shall suspend all work until insurance is restored and proof, in a form acceptable to the County, is provided.

The Engineer, at his/her expense, shall purchase and maintain in force at all times during the term of this Contract the insurance with limits not less than indicated above. The Engineer will be considered in breach of contract should the Engineer fail to maintain the required insurance coverage during the contract period of this contract. The termination of this contract resulting from failure to maintain the required insurance will be carried out in accordance with Article 20-Termination.

ARTICLE 28 SUCCESSORS AND ASSIGNS

The Engineer and the County do hereby bind themselves, their successors, executors, administrators, and assigns to each other party of this agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

The Engineer shall not assign, subcontract, or transfer its interest in this contract without the prior written consent of the County.

**ARTICLE 29
SEVERABILITY**

In the event any one or more of the provisions contained in this contract, for any reason, shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and; this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE 30
CONTRIBUTIONS**

It is expressly understood by the County and the Engineer, that from the award date of the contract to one year after termination or expiration of contract term, it is prohibited for any county official or employee thereof, to receive gifts described by Section 5.02 of the County Personnel or Civil Service Rules, and/or campaign or political contributions regardless of amount from the Engineer or principal owners of said Engineering firm. County Official is defined as those individuals described as county and precinct officers in Subchapter B of Chapter 152 of the Local Government Code. The Engineer is furthermore prohibited from making political campaign or personal contributions to candidates for county and precinct office from the date of award of contract to one year after termination or expiration of contract term. It is also prohibited for the Engineer to contribute to employee associations or for the benefit of groups of employees.

**ARTICLE 31
NOTICES**

All notices to either party by the other, required under this contract, shall be personally delivered or mailed to such party at the following respective address:

COUNTY

Nueces County Judge

901 Leopard, Rm. 303

Corpus Christi, Texas 78401

ENGINEER

Carl J. "Chuck" Larosche, PE

9511 N. Lake Creek Parkway

Austin, Texas 78717

**ARTICLE 32
SIGNATORY WARRANTY**

The undersigned signatory for the Engineer hereby represents and warrants that the signatory is an officer of the organization for which he or she has executed this contract on behalf of the firm.

IN WITNESS WHEREOF, the County and the Engineer have executed these presents in duplicate.

COUNTY OF NUECES

ENGINEER: Wiss, Janney, Elstner Associates, Inc

By: _____
County Judge

By:  _____

Title: Senior Principal

Date: _____

Date: July 6, 2020

ATTEST:

County Clerk

List of Attachments

- Attachment A – Services To Be Provided By The County
- Attachment B – Services To Be Provided By The Engineer
- Attachment C – Work Schedule
- Attachment D – Fee Schedule
- Attachment E – Work Authorization

ATTACHMENT "A"
SERVICES TO BE PROVIDED BY THE COUNTY

1. Provide access to project site(s) associated with this project.
 2. Provide existing record drawings, reports, maps and other information (if applicable).
 3. Provide Geotechnical Reports and information (if applicable).
 4. Provide County's standard specification, details and title blocks.
 5. Provide all bid documents to the prospective contractors.
 6. Be responsible for bidding the project in accordance to County Policy.
 7. Provide security personnel during onsite assessment(s).
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ATTACHMENT "B"
SERVICES TO BE PROVIDED BY THE ENGINEER

ENGINEER scope of services involves a preliminary assessment of the 1914 Nueces County Courthouse, including an investigation of the presence and significance of structural and exterior facade distress. Based on the assessment, ENGINEER will determine the extent of facade and structural repairs required to stabilize the courthouse. Engineer's scope of services, by task, is described in the following sections.

All work to be performed herein will be in compliance with the National Park Service's Historic Preservation Grants Manual. The full text can be accessed at:
https://www.nps.gov/preservation-grants/HPF_Manual.pdf.

Task 1 - Document Review

ENGINEER will review available project documentation, including project design drawings, construction documents, specifications, and previous assessment reports. Previous geotechnical reports for the building or surrounding area will be reviewed to help understand the site conditions. The document review will be used to refine the scope of the facade and structural assessment. The existing structural and architectural drawings will be utilized to prepare field datasheets for the purpose of conducting the field assessments.

Task 2 - Facade Assessment

ENGINEER will observe and document existing conditions of the components related to the terra cotta and brick masonry. Locations of damaged or missing terra cotta and brick masonry, evidence of mortar distress, and other structural related distress to the building envelope will be documented to inform development of repair design documents. ENGINEER will field-verify existing measurements and configurations related to areas of distress and as required for the development of repair documents. ENGINEER will document, catalogue, and store loose intact terra cotta for reuse. The facade assessment will be a cursory visual assessment and will not generate detailed information required for restoration of the courthouse. The information gathered during the facade assessment will be used to develop temporary stabilization details and determine order of magnitude costs for restoration.

The facade assessment will be performed by two WJE personnel over the course of four days, assuming one elevation or wing can be completed in a single day. Observations at the south wing will be more cursory in nature and focused on establishing performance of the 2004 repairs. Each elevation will be accessed via an aerial lift to perform the assessment. Potentially unsafe conditions requiring immediate action, if any, will be brought to the attention of Nueces County. ENGINEER has allocated ten hours for coordination with County-hired Architect.

Task 3 - Structural Assessment

ENGINEER will perform a visual condition assessment of the readily accessible areas of the courthouse to identify the overall extent and nature of distress conditions. Distress conditions of interest, including cracks, spalls, delaminations, and exposed or corroded

reinforcement, will be documented with notes and photographs. Mechanical sounding will be performed at a limited number of locations to determine less visible delaminations and other defects.

In addition, nondestructive evaluations and material sampling will be performed in an effort to determine the probable cause(s) of the observed distress and the severity of deterioration. This in-depth investigation is necessary to understand the implications of the distress on the structural and long-term durability performance of the structure and to develop effective repair and rehabilitation solutions. The in-depth investigation will likely be focused at the east wing, where a significant amount of exterior masonry is missing.

The in-depth investigation will involve the following subtasks, performed as appropriate for the element type and conditions within the study area:

- ***Confirm Existing Conditions.*** This task will confirm that the as-built conditions are reasonably matched with existing design information. The size, length, and thickness of representative elements will be measured. Reinforcement cover depth, size, and spacing will be confirmed at representative elements by using eddy current reinforcement location equipment or ground-penetrating radar (GPR).
- ***Concrete Material Sampling.*** Concrete samples will be obtained by core drilling in accordance with ASTM C42, *Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete*. The cores will be 3 to 4 inches (nominal) in diameter and will be partial depth. GPR will be used to locate reinforcement prior to taking cores to avoid reinforcement damage. Core holes will be repaired following coring operations using cementitious repair materials with either a low slump or flowable consistency depending on the core hole orientation. This task includes extracting up to sixteen cores for laboratory analysis (discussed below).
- ***Carbonation Testing.*** At selected drilling and core locations, carbonation testing will be performed to assess depth of carbonation in the various structural elements.

The structural assessment, including the in-depth investigation, will be performed by four WJE personnel over the course of four days, assuming 1.5 floors can be completed in a single day. Potentially unsafe conditions requiring immediate action, if any, will be brought to the attention of Nueces County.

Task 4 - Materials Analysis

The following laboratory tests of the material samples will be performed to evaluate the quality of concrete and determine the mechanism(s) behind the observed distress.

- ***Chloride Testing.*** Eight cores will be tested for chloride content in accordance with ASTM C1152, *Standard Test Method for Acid-Soluble Chloride in Mortar and Concrete*. Two slices will be cut from each core and pulverized for chloride content measurement at depths just below the concrete surface and at the level of the reinforcing to establish the chloride concentration. Test results will be used to assess

the risk of ongoing or future corrosion in the building and to develop appropriate repair details.

- **Compression Testing.** Eight cores will be tested in accordance with ASTM C39, *Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens*. This testing will provide basic information about the quality of the concrete and will define the compression strength of the concrete, which will be used as a basis for our analysis in Task 5.

The concrete compression testing will be performed in our Austin Laboratory. All chemical analyses will be performed in our Janney Technical Center in Northbrook, Illinois. The current scope of work does not include a petrographic material analysis; however, a petrographic study may be recommended based on laboratory results indicating the potential for internal distress mechanisms.

Task 5 - Limited Structural Analysis

ENGINEER will perform a limited structural analysis of the gravity loads to determine the design capacity of a representative floor plate, beam, and column in both the 1914 and 1931 courthouse additions. The design capacity will be compared to code-required demands and will include potential loss in strength due to observed distress conditions. Based on the results of our onsite assessment, ENGINEER may recommend a lateral analysis to determine compliance with the current Texas Department of Insurance windstorm requirements. ENGINEER has assumed the courthouse has survived several wind storm events; as such and given the potential grandfathers clause(s), ENGINEER excluded lateral load analysis for the main force resisting structural framing system. Should the observed distress be of such consequence that additional analysis is required, ENGINEER can provide this analysis as an additional service.

Task 6 - Report, Engineer's Opinion of Probable Cost, and Presentation to the County

ENGINEER will provide a concise written report summarizing the findings and conclusion of their assessments and analysis. The report will discuss the possible cause(s) of the observed distress and provide conceptual repair details for stabilization. An Engineer's Opinion of Probable Cost, including quantities and unit price cost estimates, will be provided for budgeting and planning purposes for shell rehabilitation. ENGINEER will attend one on site presentation to discuss the findings presented in ENGINEER's report as well as the repair details provided for stabilization. ENGINEER has allocated one coordination meeting via conference call with Nueces County, Texas Historical Commission, and the National Park Service prior to the presentation to Nueces County.

Task 7 - Repair Details for Stabilization

Based on the information obtained in Tasks 1 through 5, ENGINEER will develop a repair design for temporary stabilization of the courthouse. This repair design will include drawings and specifications prepared in adequate detail to obtain contractor bids for use in construction. The drawings will include a cover sheet, general notes sheet, two (2) plan views, four (4) elevation views, and eight (8) details to address temporary stabilization. ENGINEER has allocated two coordination meetings via conference calls

with County-hired Architect as well as two coordination meetings via conference calls with Nueces County, Texas Historical Commission, and the National Park Service.

Tasks Excluded from ENGINEER's Scope:

1. Building permits
 2. Floodplain development permits
 3. Dune protection permits
 4. Access driveway permits
 5. Utility permits
 6. Americans with disabilities submissions and approvals
 7. Asbestos inspections
 8. Geotechnical Services
 9. Land Survey Services
 10. Bidding Phase Services
 11. Construction Phase Services
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**ATTACHMENT "C"
WORK SCHEDULE**

| Task | Fees | Lump Sum | Expenses | Maximum Amount Payable | Working Days |
|---|------------------|-----------------|-----------------|-------------------------------|---------------------|
| Document Review | \$7,070 | \$0 | \$0 | \$7,070 | 15 |
| Facade Assessment | \$16,380 | \$0 | \$5,300 | \$21,680 | 5 |
| Structural Assessment | \$28,540 | \$0 | \$3,520 | \$32,060 | 5 |
| Material Analysis | \$3,390 | \$6,400 | \$500 | \$10,290 | 10 |
| Limited Structural Analysis | \$15,650 | \$0 | \$0 | \$15,650 | 15 |
| Report, Engineer's Opinion of Probable Cost, and Presentation | \$34,250 | \$0 | \$0 | \$34,250 | 30 |
| Repair Details for Stabilization | \$23,760 | \$0 | \$270 | \$24,030 | 45 |
| Total | \$129,040 | \$6,400 | \$9,590 | \$145,030 | 125 |

Total = \$145,030

ATTACHMENT "D"
FEE SCHEDULE

| Job Title | Hourly Rate | Total Hours | Maximum Amount Payable |
|---------------------|--------------------|--------------------|-------------------------------|
| Senior Principal | \$350 | 44 | \$15,400 |
| Associate Principal | \$235 | 36 | \$8,460 |
| Senior Associate | \$205 | 213 | \$34,680 |
| Associate III | \$185 | 269 | \$49,770 |
| Senior Technician | \$115 | 31 | \$3,100 |
| Technician 2 | \$100 | 75 | \$8,630 |
| | | | |

Total = \$129,040

REIMBURSABLE EXPENSES AND LUMP SUM COSTS

| Item | Quantity | Units | Unit Costs | Maximum Amount Payable |
|---------------------|-----------------|--------------|-------------------|-------------------------------|
| Chloride Profile | 8 | Core | \$550 | \$4,400 |
| Compression Testing | 8 | Each | \$250 | \$2,000 |
| Mileage | 1,500 | Mile | \$0.60 | \$900 |
| Flights | 1 | Each | \$660 | \$660 |
| Meals & Lodging | 20 | Days | \$200 | \$4,000 |
| Boom Lift | 1 | Week | \$3,000 | \$3,000 |
| GPR Equipment | 2 | Days | \$130 | \$260 |
| Coring Rig | 2 | Days | \$150 | \$300 |
| Shipping | 2 | Each | \$250 | \$250 |

Total = \$15,990

WORK AUTHORIZATION

This work authorization is issued in accordance with the Engineering Services Contract,
dated _____, between Nueces County and

Work Task:

Cost: _____

Deliverables: _____

Completion Date: _____

COUNTY OF NUECES _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Project Number/Name or type of services to be provide: _____

Engineering services at Nueces County Courthouse

NUECES COUNTY
HOUSE BILL 89 VERIFICATION

I, Carl J. Larosche, PE (Person name), the undersigned
representative of (Company or Business name) Wiss, Janney, Elstner Associates, Inc.
_____ (hereafter referred
to as company) being an adult over the age of eighteen (18) years of age, do hereby
verify that the company named-above, under the provisions of Subtitle F, Title 10,

Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

July 6, 2020

DATE


SIGNATURE OF COMPANY REPRESENTATIVE

DEBARMENT STATEMENT:

I certify that the applicant firm is not currently debarred or otherwise declared ineligible by any public agency from bidding to furnish materials, supplies or services. I further certify that no principal, officer or director of the applicant firm has been employed by or associated with any firm which is currently debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.

I certify that the applicant firm has never been debarred, or otherwise declared ineligible by any public agency from bidding or furnishing materials, supplies or services. I further certify that no principal, officer or director of the applicant firm has ever been employed by or associated with any firm which has ever been debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.

BY: Carl J. Larosche (Signature)

| | |
|--|----------------------|
| <u>Carl J. Larosche, PE, Senior Principal</u> | Printed Name & Title |
| <u>Wiss, Janney, Elstner Associates, Inc.</u> | Company |
| <u>9511 N Lake Creek Pkwy, Austin, Texas 78717</u> | Business Address |
| <u>March 24, 2020</u> | Date |